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Fermilab Procurement Policy and Procedure Manual

Operating Procedures

becomes aware of the receipt of suspect or counterfeit material, the Procurement Manager shall be immediately notified.

15. ENVIRONMENTALLY PREFERABLE PROCUREMENT

The provisions of Executive Order (E.O.) 13423 require that the Laboratory use sustainable environmental practices, such as the utilization of recycled-content, energy-efficient, biobased and environmentally-friendly products. A complete list of designated products that must contain recycled content is posted at [www.epa.gov/epawaste/conserve/tools/cpq/products/index.htm](http://www.epa.gov/epawaste/conserve/tools/cpq/products/index.htm). Administrators shall document purchases of designated items in Oracle eBS.

16. INDEPENDENT CONTRACTOR

The general rule is that an individual is an independent contractor if FRA, the organization for whom the services are performed, has the right to control or direct only the result of the work and not the means and methods of accomplishing the result. In determining whether the person providing service is an employee or an independent contractor, all information that provides evidence of the degree of control and independence must be considered. Three factors must

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### 31. ENVIRONMENT, SAFETY, AND HEALTH (ES&H)

**31.1 APPLICABILITY.** This clause applies to all subcontract work performed at the Fermilab site. For the purpose of this clause:

- (a) safety encompasses environment, safety, and health, including pollution prevention and waste minimization; and
- (b) employees include sub-subcontractor employees at any tier.

**31.2 ES&H POLICY.** It is Fermilab policy that every Subcontractor employee is entitled to a safe and healthy work environment while on the Fermilab site, and that the Subcontractor retains primary responsibility for the safety of its employees. In performing work under this subcontract, the Subcontractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Subcontractor shall exercise a degree of care commensurate with the work and the associated hazards. The Subcontractor shall ensure that management of ES&H functions and activities becomes an integral but visible part of the Subcontractor's work planning and execution process. The Subcontractor shall, in the performance of work, ensure that –

- (a) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those Subcontractor and sub-subcontractor employees managing or supervising employees performing work.
- (b) Clear and unambiguous lines of authority and responsibility for ensuring ES&H are established and maintained at all organizational levels.
- (c) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
- (d) Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
- (e) Before work is performed, the associated hazards are evaluated and ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
- (f) Any necessary administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.

**31.3 SUBMISSION OF FORMAL SAFETY MANAGEMENT SYSTEM, HAZARD ANALYSIS, OR ES&H PLAN.** In certain circumstances, Fermilab requires, either with the offer or prior to the commencement of on-site work, the submission for Fermilab approval of a documented Safety Management System and/or Hazard Analysis, or other equivalent ES&H Plan. A meeting with the Division/Section Senior Safety Officer and/or Task Manager or other Fermilab officials may also be required prior to the commencement of work to address the administration of ES&H requirements. If any of the above documents and meetings are required, such shall be identified, together with the required contents and information on submission and approval, elsewhere in this subcontract (e.g., in the scope of work, in the specifications, or in

special provisions relating to the work to be performed). If this subcontract contains no such requirements, the Subcontractor shall nevertheless actively promote and enforce a comprehensive safety program for its on-site employees that includes an effective system for initial indoctrination and education of all of its on-site employees in safety and accident prevention, and other ES&H-related requirements found in this clause or elsewhere in this subcontract.

### 31.4 ES&H COMPLIANCE – “STOP WORK” AND “RESTART WORK” ORDERS.

- (a) When performing work on the Fermilab site under this subcontract, the Subcontractor shall take all reasonable precautions to protect the health and safety of employees and the public and to minimize the danger from hazards to life and property. The Subcontractor shall comply with all applicable ES&H and fire protection standards and requirements (including reporting requirements) set forth in Federal and State laws and regulations, Department of Energy directives and orders in any required System, Analysis, or Plan (see 31.3 above), and elsewhere in this subcontract. Such standards and requirements include, but are not limited to –
  - (i) 40 C.F.R. (U.S. EPA)
  - (ii) 35 I.A.C. (Illinois EPA)
  - (iii) 29 C.F.R. 1910 and 1926 (OSHA)
  - (iv) 49 C.F.R. (DOT)
  - (v) National Fire Protection Association Codes (NFPA)
  - (vi) ANSI Z136.1 – Safe Use of Lasers
  - (vii) ANSI B30 Series – Crane Safety
  - (viii) NFPA70-National Electrical Code, and NFPA70E- Standard for Electrical Safety in the Workplace
  - (ix) Illinois State “Rules of the Road” and the Illinois Vehicle Code.
  - (x) 10 CFR 851 (DOE)
- (b) The Subcontractor is responsible for compliance with the ES&H requirements applicable to this subcontract regardless of the performer of the work. The Subcontractor shall implement an appropriate system of ES&H inspections of its on-site work areas and employees, and shall promptly evaluate and resolve any noncompliance with requirements. Fermilab reserves the right to conduct, and the Subcontractor shall permit, safety inspections of the work being performed under this subcontract, and may notify the Subcontractor in writing of any noncompliance. If the Subcontractor fails to take timely and appropriate corrective action, or if, at any time, the Subcontractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the Fermilab Division/Section Senior Safety Officer, the Fermilab Task Manager, or any other Fermilab official so authorized by the Fermilab Manager (see clause #1, “Definitions,” of the Fermilab FL-1) may, without prejudice to any other rights of Fermilab, issue an order stopping all or any part of the work. Thereafter, a restart order for resumption of the work may be issued at the discretion of the Fermilab Manager or other Fermilab official authorized by him/her. No extension of time or compensation for damages by reason of or in connection with such work stoppage will be allowed.

#### **34. MATERIALS AND WORKMANSHIP**

**34.1** All materials, equipment and articles incorporated into the work covered by this subcontract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this subcontract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Subcontractor may, at its option, use any equipment, material, article, or process that, in the judgment of Fermilab, is equal to that named in the specifications, unless otherwise specifically provided in this subcontract.

**34.2** The Subcontractor shall obtain Fermilab's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Subcontractor shall furnish to Fermilab the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this subcontract or by Fermilab, the Subcontractor shall also obtain Fermilab's approval of the material or articles which the Subcontractor contemplates incorporating into the work. When requesting approval, the Subcontractor shall provide full information concerning the material or articles. When directed to do so, the Subcontractor shall submit samples for approval at the Subcontractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

**34.3** All work under this subcontract shall be performed in a skillful and workmanlike manner. Fermilab may require, in writing, that the Subcontractor remove from the work any employee Fermilab deems incompetent, careless, or otherwise objectionable.

#### **35. PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES AND IMPROVEMENTS**

**35.1** The Subcontractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this subcontract. The Subcontractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during subcontract performance, or by the careless operation of equipment, or by workmen, the Subcontractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by Fermilab.

**35.2** The Subcontractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Subcontractor. The Subcontractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this subcontract or failure to exercise reasonable care in performing the work. If the Subcontractor fails or refuses to repair the damage promptly, Fermilab may have the necessary work performed and charge the cost to the Subcontractor.

#### **36. LAYOUT OF WORK**

**36.1** The Subcontractor shall lay out its work from Fermilab-established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Subcontractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Subcontractor shall be responsible for executing the work to the lines and grades that may be established or indicated by Fermilab. The Subcontractor shall also be responsible for maintaining and preserving all stakes and other marks established by Fermilab until authorized to remove them. If such marks are destroyed by the Subcontractor or through its negligence before their removal is authorized, Fermilab may replace them and deduct the expense of the replacement from any amounts due or to become due to the Subcontractor.

#### **37. AVAILABILITY AND USE OF UTILITY SERVICES**

**37.1** Fermilab shall make all reasonably required amounts of utilities available to the Subcontractor from existing outlets and supplies, as specified in the subcontract. Unless otherwise provided in the subcontract, the amount of each utility service consumed shall be charged to or paid for by the Subcontractor at prevailing rates charged to the Fermilab or, where the utility is produced by Fermilab, at reasonable rates determined by Fermilab. The Subcontractor shall carefully conserve any utilities furnished without charge.

**37.2** The Subcontractor, at its expense and in a workmanlike manner satisfactory to Fermilab, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by Fermilab, the Subcontractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

#### **38. TRASH DISPOSAL**

**38.1** No burning, dumping, or disposal of trash will be permitted on Fermilab property. The disposal of regulated waste generated from the use of materials provided by Fermilab (Government property) shall be the responsibility of the designated Fermilab representative. Disposal of all other trash and waste materials generated during the performance of this subcontract shall be the responsibility of the Subcontractor and must be performed in compliance with all applicable federal, state and local laws and regulations. These statutes include, but are not limited to, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Hazardous Materials Transportation Act, the Illinois Environmental Protection Act/Solid and Special Waste Management Regulations, and the laws and regulations of any other state receiving regulated waste material generated during the performance of this subcontract.

#### **39. OPERATIONS AND STORAGE AREAS**

**39.1** The Subcontractor shall confine all operations (including storage of materials) on Fermilab premises to areas authorized or approved by Fermilab. The Subcontractor shall hold and save Fermilab and the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Subcontractor's performance.

**39.2** Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Subcontractor only with the approval of Fermilab and shall be built with labor and materials furnished by the Subcontractor without expense to Fermilab. The temporary buildings and utilities shall remain the property of the



4.2 If Fermilab terminates this subcontract in whole or in part, it may acquire, under the terms and in the manner it considers appropriate, supplies or services similar to those terminated, and the Subcontractor will be liable to Fermilab for any excess costs for those supplies or services. However, the Subcontractor shall continue the work not terminated.

4.3 Except for defaults of sub-subcontractors at any tier, the Subcontractor shall not be liable for any excess costs if the failure to perform the subcontract arises from causes beyond the control and without the fault or negligence of the Subcontractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Subcontractor.

4.4 If the failure to perform is caused by the default of a sub-subcontractor at any tier, and if the cause of the default is beyond the control of both the Subcontractor and sub-subcontractor, and without the fault or negligence of either, the Subcontractor shall not be liable for any excess costs for failure to perform, unless the sub-subcontracted supplies or services were obtainable from other sources in sufficient time for the Subcontractor to meet the required delivery schedule.

4.5 If this subcontract is terminated for default, Fermilab may require the Subcontractor to transfer title to the Government, and deliver to Fermilab, as directed by it, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Subcontractor has specifically produced or acquired for the terminated portion of this subcontract. Upon direction of Fermilab, the Subcontractor shall also protect and preserve property in its possession in which the Government or Fermilab has an interest.

4.6 Fermilab shall pay the subcontract price for completed supplies delivered and accepted. The Subcontractor and Fermilab shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Fermilab may withhold from these amounts any sum it determines to be necessary to protect it against loss because of outstanding liens or claims of former lien holders.

4.7 If, after termination, it is determined that the Subcontractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Fermilab.

4.8 The rights and remedies of Fermilab in this clause are in addition to any other rights and remedies provided by law or under this subcontract.

## 5. PERMITS

Except as otherwise directed by Fermilab, Subcontractor shall, without any additional expense to Fermilab, be responsible for obtaining any necessary licenses and permits and for complying with any applicable Federal, State and municipal laws, codes, regulations, or directives and procedures issued by Fermilab in connection with the prosecution of work.

## 6. HAZARDOUS WASTE DISPOSAL

The Subcontractor shall comply with all applicable federal, state and local laws and regulations governing the transport, storage, treatment and disposal of regulated waste materials included in, or generated during the performance of this subcontract. These statutes include, but are not limited to, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, Hazardous Materials Transportation Act, the Illinois Environmental Protection Act/Solid and Special Waste Management Regulations, and the laws and regulations of any other state receiving the subject waste material.

## 7. ENVIRONMENT, SAFETY AND HEALTH (ES&H)

This clause applies to all subcontract work performed at the Fermilab site.

7.1 **APPLICABILITY.** This clause applies to all subcontract work performed at the Fermilab site. For the purpose of this clause:

- (a) safety encompasses environment, safety, and health, including pollution prevention and waste minimization; and
- (b) employees include sub-subcontractor employees at any tier.

7.2 **ES&H POLICY.** It is Fermilab policy that every Subcontractor employee is entitled to a safe and healthy work environment while on the Fermilab site, and that the Subcontractor retains primary responsibility for the safety of its employees. In performing work under this subcontract, the Subcontractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Subcontractor shall exercise a degree of care commensurate with the work and the associated hazards. The Subcontractor shall ensure that management of ES&H functions and activities becomes an integral but visible part of the Subcontractor's work planning and execution process. The Subcontractor shall, in the performance of work, ensure that:

- (a) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those Subcontractor and sub-subcontractor employees managing or supervising employees performing work.
- (b) Clear and unambiguous lines of authority and responsibility for ensuring ES&H are established and maintained at all organizational levels.
- (c) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
- (d) Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
- (e) Before work is performed, the associated hazards are evaluated and ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
- (f) Any necessary administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.

## 7.3 SUBMISSION OF FORMAL SAFETY MANAGEMENT SYSTEM, HAZARD ANALYSIS OR ES&H PLAN.

In certain circumstances, Fermilab requires, either with the offer or prior to the commencement of on-site work, the submission for Fermilab approval of a documented Safety Management System and/or Hazard Analysis, or other equivalent ES&H Plan. A meeting with the Division/Section Senior Safety Officer and/or Task Manager or other Fermilab officials may also be required prior to the commencement of work to address the administration of ES&H requirements. If any of the above documents and meetings are required, such shall be identified, together with the required contents and information on submission and approval, elsewhere in this subcontract (e.g., in the scope of work, in the specifications, or in special provisions relating

to the work to be performed). If this subcontract contains no such requirements, the Subcontractor shall nevertheless actively promote and enforce a comprehensive safety program for its on-site employees that includes an effective system for initial indoctrination and education of all of its on-site employees in safety and accident prevention, and other ES&H-related requirements found in this clause or elsewhere in this subcontract.

#### 7.4 ES&H COMPLIANCE – “STOP WORK” AND “RESTART WORK” ORDERS.

- (a) When performing work on the Fermilab site under this subcontract, the Subcontractor shall take all reasonable precautions to protect the health and safety of employees and the public and to minimize the danger from hazards to life and property. The Subcontractor shall comply with all applicable ES&H and fire protection standards and requirements (including reporting requirements) set forth in Federal and State laws and regulations, Department of Energy orders and directives, in any required System, Analysis, or Plan (see 3. above), and elsewhere in this subcontract. Such standards and requirements include, but are not limited to:
  - (i) 40 C.F.R. (U.S. EPA)
  - (ii) 35 I.A.C. (Illinois EPA)
  - (iii) 29 C.F.R. 1910 and 1926 (OSHA)
  - (iv) 49 C.F.R. (DOT)
  - (v) National Fire Protection Association Codes (NFPA)
  - (vi) ANSI Z136.1 – Safe Use of Lasers
  - (vii) ANSI B30 Series – Crane Safety
  - (viii) NFPA70 National Electrical Code, and NFPA70E-Standard for Electrical Safety in the Workplace
  - (ix) Illinois State “Rules of the Road” and the Illinois Vehicle Code.
  - (x) 10 CFR 851 (DOE)
- (b) The Subcontractor is responsible for compliance with the ES&H requirements applicable to this subcontract regardless of the performer of the work. The Subcontractor shall implement an appropriate system of ES&H inspections of its on-site work areas and employees, and shall promptly evaluate and resolve any noncompliance with requirements. Fermilab reserves the right to conduct, and the Subcontractor shall permit, safety inspections of the work being performed under this subcontract, and may notify the Subcontractor in writing of any noncompliance. If the Subcontractor fails to take timely and appropriate corrective action, or if, at any time, the Subcontractor’s acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the Fermilab Division/Section Senior Safety Officer, the Fermilab Task Manager, or any other Fermilab official so authorized by the Fermilab Manager (see clause #1, “Definitions,” of the Fermilab FL-1) may, without prejudice to any other rights of Fermilab, issue an order stopping all or any part of the work. Thereafter, a restart order for resumption of the work may be issued at the discretion of the Fermilab Manager or other Fermilab official authorized by him/her. No extension of time or compensation for

damages by reason of or in connection with such work stoppage will be allowed.

**7.5 TRAINING AND EQUIPMENT.** The Subcontractor is responsible for the provision of any necessary safety training, medical surveillance, and safety equipment for employees. The only exception involves hazards which are unusual for the trade of the employees. In particular, Fermilab normally provides appropriate training, medical surveillance, and special equipment for employees working in radiation areas or oxygen deficiency hazard areas.

#### 7.6 EMERGENCY AND REPORTING PROCEDURES.

- (a) Emergency Reporting – In the event of any emergency situation, such as fire, gas release, chemical spill, or medical emergency, call **x3131** from any on-site telephone. From an outside line, call (630) 840-3131.
- (b) Medical Emergencies – Subcontractor employees will obtain their medical care from sources other than Fermilab, except in the case of severe injuries or life-threatening circumstances where the Fermilab paramedic unit is available to respond by calling x3131.
- (c) Incident Reporting – In addition to any other reporting requirements set forth in statutes or regulations or elsewhere in this subcontract, the Subcontractor shall maintain an accurate record of all incidents and submit to the Fermilab Division/Section Senior Safety Officer and/or Fermilab Task Manager, within two days from the time of occurrence on all proper forms as prescribed by Fermilab, all pertinent information on any reportable (as defined by OSHA) injury. The Subcontractor shall notify the above Senior Safety Officer or Task Manager immediately upon the occurrence of any accident resulting in death, occupational injury or illness, or damage to materials, property, supplies and equipment. This immediate notice shall be verbal, followed by written confirmation on the prescribed Fermilab forms.
- (d) Work Hours Reporting – Unless advised otherwise by the Fermilab Manager, the Subcontractor shall report to the Fermilab Task Manager of other Fermilab official designated by the Fermilab Manager and number of hours worked on the Fermilab site by Subcontractor employees and by sub-subcontractor employees at any tier under this subcontract. Such reporting shall be on a monthly basis (submitted by the fifth business day of the month) and in such form or format as prescribed by Fermilab.

**7.7 GOVERNMENT AGENCY INSPECTION.** The Subcontractor shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this subcontract. Should any representative of a Government agency, such as an OSHA Compliance Officer, visit the job site, regardless of reason, the Subcontractor shall:

- (a) Immediately (and prior to any inspection, if possible) alert the Division/Section Senior Safety Officer and/or Task Manager that a representative from a Government agency is at the job site. Fermilab reserves the right to be present during any Government agency inspection.
- (b) Advise Fermilab of the reason for the agency’s visit, as an example, an employee complaint, hospitalization of five or more Subcontractor employees, a fatality, or an “at random” inspection.
- (c) Provide Fermilab with a written follow-up report of the visit. The report should contain the details of the

12. **TITLE**

Unless specified elsewhere in this subcontract, title to items furnished under this subcontract shall pass to the Government upon acceptance, regardless of when or where Fermilab takes physical possession.

13. **WARRANTY**

- (a) The Subcontractor warrants that all supplies or services furnished under this subcontract will conform to the specifications and all other requirements, will be free from defects in material or workmanship, and will otherwise be merchantable and fit for use for the particular purpose described in this subcontract. Such warranties together with the Subcontractor's service and other warranties and guarantees, if any, shall survive inspection, tests, acceptance, and payment, and shall run to Fermilab, its successors and assigns.
- (b) In the case of supplies, the Subcontractor shall, within a reasonable time after receipt of written notice from Fermilab and without cost to Fermilab, repair or replace any defects in materials or workmanship or nonconformance with specifications which may appear during the period ending on a date twelve months after initial use by Fermilab or eighteen months after delivery, whichever is earlier, unless a different warranty period is provided in the subcontract. If, within a reasonable time, the Subcontractor is unable or refuses to correct or replace such defective or nonconforming supplies, Fermilab may, at its option, either return for credit or, by subcontract or otherwise, repair or replace such supplies and assess the Subcontractor the cost occasioned thereby.
- (c) In the case of services, the Subcontractor shall, within a reasonable time after receipt of written notice from Fermilab and without cost to Fermilab, correct any defects or nonconformities in the services furnished under this subcontract which appear within one year after the date of acceptance by Fermilab, unless a different warranty period is provided in the subcontract. If, within a reasonable time, the Subcontractor is unable or refuses to correct or reperform, Fermilab may, by subcontract or otherwise, correct or replace with similar services and charge to the Subcontractor the cost occasioned thereby, or make an equitable adjustment in the subcontract price. If, however, Fermilab does not require correction or reperformance, it may at its option make an equitable adjustment in the subcontract price.
- (d) **Energy Consuming Products.** When the subcontract requires the specification or delivery of energy consuming products for use in Federal facility, the Subcontractor will specify or deliver EnergyStar® qualified products or products conforming to the Federal Energy Management Program's (FEMP) Energy Efficiency Requirements, whichever may be applicable, provided products with such a designation are available and are life cycle cost effective and meet applicable performance standards. Information about these products is available for EnergyStar® at <http://www.energystar.gov/products> and for FEMP at [http://www.eere.energy.gov/femp/procurement/eep\\_requirements.cfm](http://www.eere.energy.gov/femp/procurement/eep_requirements.cfm).
- (e) **Environmentally Preferable Purchasing for Desktop or Laptop Computers or Monitors.** When the subcontract requires the specification or delivery of desktop or laptop computers or monitors in a DOE facility, the Subcontractor will specify or deliver Electronic Product Environmental Acquisition Tool (EPEAT) registered products conforming to the IEEE 1680-2006 Standard, provided such products are available, are life cycle cost efficient, and meet applicable performance requirements. Information on EPEAT-registered computer products is available at [www.epeat.net](http://www.epeat.net).
- (f) **Compliance with Internet Protocol Version 6 (IPv6) in Acquiring Information Technology.**
  - (1) If this subcontract involves the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology, the Subcontractor agrees that:
    - (A) all deliverables that involve IT that uses IP (products, services, software, etc.) will comply with IPv6 standards and interoperate with both IPv6 and IPv4
    - (B) it has IPv6 technical support for development and implementation and fielded product management available.
  - (2) If the Subcontractor plans to offer a deliverable that involves IT that is not initially compliant, the Subcontractor agrees to:
    - (A) obtain the Laboratory Procurement Official approval before starting work on the deliverable;
    - (B) provide a migration path and firm commitment to upgrade to IPv6 for all application and product features by June 2008, and;

2. It has been determined that this procedure is only cost effective for purchases valued over \$25,000, although it may be applied to procurements less than \$25,000 if necessary.
3. Procurement will coordinate the duty free entry and shipping requirements with the subcontractor, request the DOE Contracting Officer execute required duty-free certificates for the items being shipped, and assure the documentation is supplied to the U.S. Customs local office.
4. Specific delivery instructions apply to procurements to be delivered duty free. Additional guidance is provided under standard terms "FOB: Destination, Incoterm DDU Jefferson Lab".

## **Part 26 ENVIRONMENTALLY PREFERABLE PURCHASING PROGRAM**

### **26.1 General**

- (a) General Executive Order (E.O.) 13423 directs Federal agencies to incorporate into their procurement programs a requirement to:
  1. Use sustainable environmental practices, including acquisition of biobased, environmentally preferable, energy-efficient, water-efficient, and recycled-content products, and
  2. Use paper of at least 30 percent post-consumer fiber content.
- (b) Requirements  
Procurement of products identified on the EPA list of designated products and categories must be recycled content. The EPA webpage is: Products | Comprehensive Procurement Guidelines (CPG) | US EPA.
- (c) Exceptions
  1. Items not included in (b) above can be exempted from the designated recycled product requirement if:
    - i. The cost is too high,
    - ii. Is not available, or,
    - iii. Performs poorly or does not meet JSA performance standards
  2. Recognizing the significant market response to federal requirements, there are no exceptions for: book paper, carbonless paper, computer printout paper, copy paper, cotton fiber paper, cover stock, file folders, forms bond, office paper (such as notepads), and white woven envelopes.

### **26.2 Preference Program**

The preference program should demonstrate that JLab has a preference for products that contain recovered materials and these materials meet the standard for recycled content established by EPA. Additionally, the term preferable may also include products that may not contain recycled content but are environmentally preferable over the recycled version because they are made from environmentally sustainable materials or are manufactured using environmentally sound processes. Buyers/subcontracting officers will document the recycling status of each procurement action.



Mari Mendez/Fermilab/US  
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To cesarano@fnal.gov, jcollins@fnal.gov, davidson@fnal.gov,  
flaherty@fnal.gov, jhawkins@fnal.gov, irvin@fnal.gov,  
jkelly@fnal.gov, nlarson@fnal.gov, mmendez@fnal.gov,  
cc carlson@fnal.gov

bcc

Subject Fw: Annual Performance Reviews and Ratings

Just a reminder that reviews requiring second level approval by the Section Office are due to me by 8/28/09. They will be returned to you for subsequent discussion with the employees.

Thanks,

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Mari Mendez  
Business Services Section  
(630) 840-2397

----- Forwarded by Mari Mendez/Fermilab/US on 08/25/2009 04:27 PM -----



David Carlson/Fermilab/US  
07/31/2009 12:03 PM

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cc

Subject Annual Performance Reviews and Ratings

BSS Heads:

Department Employee Ratings:

The ratings spreadsheets are due to be issued to Div/Sec/Ctr. offices sometime during the week of August 24th. When I receive them, I will give your part to you and set a hard deadline. For now, please proceed with reviews and ratings for your employees, and expect a due date of 9/4/09.

Employee Performance Review Forms:

- a) Reviews requiring second level approval by the Section Office are due to Mari by 8/28/09. They will be returned to you for subsequent discussion with the employees.
- b) Completed reviews for non-exempt employees are due in the Section Office by 10/5/09.
- c) Completed reviews for exempt employees are due in the Section Office by 10/16/09.

Thanks,  
Dave